

1 Dawniell Zavala (State Bar No. 253130)  
2 HOLME ROBERTS & OWEN LLP  
3 560 Mission Street, 25<sup>th</sup> Floor  
4 San Francisco, CA 94105-2994  
5 Telephone: (415) 268-2000  
6 Facsimile: (415) 268-1999  
7 E-mail: dawniell.zavala@hro.com

8 Attorneys for Plaintiffs  
9 WARNER BROS. RECORDS INC.;  
10 VIRGIN RECORDS AMERICA, INC.;  
11 BMG MUSIC; MAVERICK  
12 RECORDING COMPANY;  
13 INTERSCOPE RECORDS; SONY  
14 BMG MUSIC ENTERTAINMENT;  
15 and ARISTA RECORDS LLC

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA  
13 SAN FRANCISCO DIVISION

14 WARNER BROS. RECORDS INC., a  
15 Delaware corporation; VIRGIN  
16 RECORDS AMERICA, INC., a  
17 California corporation; BMG MUSIC,  
18 a New York general partnership;  
19 MAVERICK RECORDING  
20 COMPANY, a California joint  
21 venture; INTERSCOPE RECORDS, a  
22 California general partnership; SONY  
23 BMG MUSIC ENTERTAINMENT, a  
24 Delaware general partnership; and  
25 ARISTA RECORDS LLC, a Delaware  
26 limited liability company,

27 Plaintiffs,

28 vs.

Yoo-Min Lee,

Defendant.

Case No.: 3:07-cv-03094-CW (EMC)

Hon. Claudia Wilken

~~PROPOSED~~ JUDGMENT AND  
PERMANENT INJUNCTION

1 The Court, having considered the Stipulation to Judgment and Permanent  
2 Injunction executed by the parties,

3  
4 IT IS ORDERED AND ADJUDGED THAT:

5  
6 1. Defendant shall pay to Plaintiffs in settlement of this action the total sum  
7 of \$15,580.00.

8  
9 2. Defendant shall pay Plaintiffs' costs of suit (complaint filing fee and  
10 service of process fee) in the amount of \$420.00.

11  
12 3. Defendant shall be and hereby is enjoined from directly or indirectly  
13 infringing Plaintiffs' rights under federal or state law in any sound recording, whether  
14 now in existence or later created, that is owned or controlled by Plaintiffs (or any  
15 parent, subsidiary, or affiliate record label of Plaintiffs) ("Plaintiffs' Recordings"),  
16 including without limitation by:

17  
18 a. using the Internet or any online media distribution system to reproduce  
19 (i.e., download) any of Plaintiffs' Recordings, to distribute (i.e., upload)  
20 any of Plaintiffs' Recordings, or to make any of Plaintiffs' Recordings  
21 available for distribution to the public, except pursuant to a lawful license  
22 or with the express authority of Plaintiffs; or

23  
24 b. causing, authorizing, permitting, or facilitating any third party to access  
25 the Internet or any online media distribution system through the use of an  
26 Internet connection and/or computer equipment owned or controlled by  
27 Defendant, to reproduce (i.e., download) any of Plaintiffs' Recordings, to  
28

1 distribute (i.e., upload) any of Plaintiffs' Recordings, or to make any of  
2 Plaintiffs' Recordings available for distribution to the public, except  
3 pursuant to a lawful license or with the express authority of Plaintiffs.  
4

5 Defendant also shall destroy all copies of Plaintiffs' Recordings that Defendant and/or  
6 any third party that has used the Internet connection and/or computer equipment  
7 owned or controlled by Defendant has downloaded without Plaintiffs' authorization  
8 onto any computer hard drive or server owned or controlled by Defendant, and shall  
9 destroy all copies of those downloaded recordings transferred onto any physical  
10 medium or device in Defendant's possession, custody, or control.  
11

12 4. Defendant irrevocably and fully waives notice of entry of the Judgment  
13 and Permanent Injunction, and understands and agrees that violation of the Judgment  
14 and Permanent Injunction will expose Defendant to all penalties provided by law,  
15 including for contempt of Court.  
16

17 5. Defendant irrevocably and fully waives any and all right to appeal this  
18 Judgment and Permanent Injunction, to have it vacated or set aside, to seek or obtain a  
19 new trial thereon, or otherwise to attack in any way, directly or collaterally, its validity  
20 or enforceability.  
21

22 6. Nothing contained in the Judgment and Permanent Injunction shall limit  
23 the right of Plaintiffs to recover damages for any and all infringements by Defendant  
24 of any right under federal copyright law or state law occurring after the date  
25 Defendant executes the Stipulation to Judgment and Permanent Injunction.  
26  
27  
28

1           7.     The Court shall maintain continuing jurisdiction over this action for the  
2 purpose of enforcing this final Judgment and Permanent Injunction.

3                               9/5/08

4 DATED: \_\_\_\_\_



5 By: \_\_\_\_\_

6 Hon. Claudia Wilken  
7 United States District Judge  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28